

## PRIVACY POLICY

The Ryan Licht Sang Bipolar Foundation, Inc., a Florida Not For Profit Corporation (“us,” “we,” or “our”), respects the privacy of every individual who visits [www.ryanlichtsangbipolarfoundation.org](http://www.ryanlichtsangbipolarfoundation.org) or [www.questforthetest.org](http://www.questforthetest.org) (together, the “Site”). Because your privacy is important to us and we want this Privacy Policy to be easy to find, we are providing links to this Privacy Policy at the bottom of our homepage and on every page within our Site.

**By visiting, using or submitting information to our Site, you are accepting the practices described in this Privacy Policy and the terms and conditions of our Agreement of Terms of Use located at the URL [www.ryanlichtsangbipolarfoundation.org/site/lookup.asp?c=ItJZJ8MMIsE&b=2107391](http://www.ryanlichtsangbipolarfoundation.org/site/lookup.asp?c=ItJZJ8MMIsE&b=2107391) (the “Terms of Use”).**

Many of the features of the Site are available to you without your providing personally identifiable information.

**1. Data Collection.** We collect two types of information:

(a) Standard Web Server Traffic Pattern Information. When you visit our Site, we automatically collect information about your visit that does not identify you personally. We can tell the type of computer, browser, and web service you are using. We also know the date, time, and pages you visit. Collecting this information helps us design the Site to suit your needs.

(b) Personal Information. We may obtain personally identifiable information about you ONLY if you elect to give us that information. If you become a registered Site user, volunteer, request information, or make a donation, for example, we may collect the following information: first and last name, street address, city, state, zip code, telephone number, email address, and subject of inquiry. Personal information may be needed for certain optional online activities:

(i) Registration: If you choose to customize the Site to your needs by becoming a registered [www.ryanlichtsangbipolarfoundation.org](http://www.ryanlichtsangbipolarfoundation.org) Site user, we retain the preferences you select so that you will not have to reenter the information each time you access our Site. These preferences may include requests for email, news, information on specific issues relating to bipolar disorder, language preferences, and interest group selections (patient, researcher, volunteer). You can access your profile by entering your user name and password each time you use the Web site. You are not required, however, to enter your name or mailing address.

(ii) Contributions: If you choose to donate to our organization, we maintain a record of your name, address, phone number, email address and contribution. We collect standard credit card information (card number, card type, expiration date) and keep a record of your financial transaction. Credit card numbers are held only until the charge can be processed (usually several minutes), then the number is only available to customer service for purposes of problem resolution.

(iii) Purchases of Awareness Products on the Site: The Site includes an Awareness Shop where you can purchase items to raise awareness about child and adolescent bipolar disorder. If you make a purchase, we will collect standard credit card information (card number, card type, expiration date) and keep a record of your financial transaction. Credit card numbers are held only until the charge can be processed (usually several minutes), then the number is only available to customer service for purposes of problem resolution.

(iv) Requests: If you submit an online request for our products such as free brochures, or submit a question through a “contact us” query, we may have to gather additional information from you to respond to your request. Such information will vary with the request but often includes name, shipping address, telephone number, and email address.

(v) Public Forums: If you choose to participate in a chat room, discussion board, news group or another public forum that we make available to our users, please remember that any information that you disclose in these areas becomes public information. You should exercise caution when deciding whether or not to disclose your personal information.

(vi) Your Stories Feature: Visitors to the Site may email to us their individual experiences with bipolar disorder. We may choose to post your story on the Site for others to read. Please remember that any information that you disclose to us becomes public information. You should exercise caution when deciding whether or not to disclose your personal information.

(vii) Correspondence: If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Site, we may choose to collect such information.

**2. Data Use**. The following describes some of the ways that your personally identifiable information may be disclosed by us:

(a) Internal Use:

(i) If you do not make a service request, donation, purchase, or otherwise identify yourself, we will have no personally identifiable information about you. We will only use aggregate information derived, in part, from your use of the Site to improve the Site and our service to you.

(ii) If you provide personal information, we may enter your name into our constituent database and contact you in order to:

(1) Supply you with information including child and adolescent bipolar disorder health news, information about our programs, events and services.

(2) Request volunteer time or monetary contributions.

(iii) We collect the email addresses of those who communicate with us by email. Inquiries may be entered into our constituent database. If your name is entered into the database, we may contact you (see (ii) above).

(iv) We may use third parties that we refer to as internal service providers to facilitate or outsource one or more aspects of the services, products and information that we provide to you (e.g., web hosting services, forums, newsletters/alerts, payment systems) and therefore we may provide some of your personal information directly to these internal service providers. If you choose to directly provide additional information to an internal service provider, then their use of your personally identifiable information is governed by their applicable privacy policy.

(v) We may aggregate personally identifiable information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for their marketing and promotional purposes. However, in these situations, we do not disclose to these entities any information that could be used to identify you personally. Certain information, such as your name, email address, password, and credit card number are not disclosed to these third parties in a personally identifiable manner without your explicit consent.

(b) External Use. We do not disclose your personally identifiable information to external service providers unless you provide your explicit consent. You should evaluate the practices of external services providers before deciding to use their services.

We reserve the right (and you authorize us) to share or disclose your personally identifiable information when we determine, in our sole discretion, that the disclosure of your personally identifiable information is necessary to identify, contact, or bring legal action against you if:

(i) You are or may be violating this Privacy Policy or our Terms of Use;

(ii) You are interfering with another's rights or property, including, without limitation, our rights or property;

(iii) You are violating any applicable law, rule or regulation;

(iv) Necessary or required by any applicable law, rule or regulation;  
and/or

(v) Requested by authorities in the event of any act of terrorism or instance of local, regional or national emergency.

Personally identifiable information and other personal information collected from you may also be transferred to a third party as a result of a sale, acquisition, merger, reorganization, other transfer or bankruptcy (a "Transfer") involving us and/or our affiliates. We specifically reserve the right to transfer personally identifiable information collected from the Site, and any of its databases, together with any personally identifiable information contained therein, to a third party in connection with a Transfer, and nothing in this Privacy Policy is intended to interfere with our ability to transfer all or part of our services or assets (including the Site) to an affiliate or independent third party at any time, for any purpose, without any limitation whatsoever.

In addition, due to the existing regulatory environment, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose personal information to the government or third parties under certain circumstances or third parties may unlawfully intercept or access transmissions or private communications. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personally identifiable information or private communications will always remain private.

**2. Changes to Personally Identifiable Information and Use Preferences.** You may at any time request a copy of our record of your personally identifiable information, change your personally identifiable information or use preferences, or opt-out of our use of your personally identifiable information by contacting us at:

The Ryan Licht Sang Bipolar Foundation  
875 N. Michigan Avenue, Suite 3100  
Chicago, IL 60611  
[mail@ryanlichtsangbipolarfoundation.org](mailto:mail@ryanlichtsangbipolarfoundation.org)

**3. Newsletters and CAN-SPAM Compliance.** We send only verified newsletters or e-mail updates, specifically requested by our subscribers. Subscriptions to our newsletters or e-mail updates are verified by sending an e-mail confirmation to your e-mail address. You may unsubscribe from newsletters or e-mail updates at any time. We are fully compliant with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

**4. Cookie technology.** “Cookies” are alphanumeric identifiers in the form of text files that are inserted and stored by your web browser on your computer's hard drive. We may set and access cookies on your computer to track and store preferential information about you. We gather anonymous information about our users through cookie technology on an aggregate level only.

**5. Web beacons.** “Web beacons”, also called single-pixels (1x1) or clear GIFs, are electronic images that allow a website to access cookies and help track marketing campaigns and general usage patterns of visitors to those websites. Web beacons can recognize certain types of information, such as cookie numbers, time and date of a page view, and a description of the page where the Web beacon is placed. *No personally identifiable information about you is shared with third parties through the use of web beacons.*

(a) **Internal use of web beacons.** We may use web beacons internally to count users and recognize users through cookies. Access to cookies helps us personalize your experience when you visit the Site.

(b) **Email.** We may include web beacons in HTML-formatted email messages that we or our affiliates or agents send. Including web beacons in email messages helps us determine your interest in and the effectiveness of such emails.

(c) External use of web beacons. We may also use web beacons externally. For example, we may report aggregate information about our users, such as demographic and usage information, to our partners and other third parties. We may also include other company's web beacons within the Site.

6. Security. In certain areas we use industry-standard SSL-encryption to protect data transmissions. In the unlikely event that an unauthorized third party compromises our security measures, we will not be responsible for any damages directly or indirectly caused by an unauthorized third party's ability to view, use or disseminate such information.

7. Links to Other Web sites. The Site may include links to other third party web sites. Such links are not an endorsement by us of those web sites and/or the products or services offered there. Third party web sites may have different privacy policies and we are not responsible for the privacy practices of those third party web sites. If you click on a link to a third party web site, we encourage you to check the privacy policy of that web site, as it may differ substantially from that of this Privacy Policy. We are not responsible for the content contained in any other web site.

8. Access and Use of the Site. The Site is not intended for the use of unsupervised children under the age of 13. We do not collect personally identifiable information from any person that we actually know is under the age of 13.

9. Changes to this Privacy Policy. We reserve the right to update, amend and/or change this Privacy Policy at any time in its sole discretion and without notice. Updates to this Privacy Policy will be posted here. Any information we collect from you online is subject only to our most current Privacy Policy. You are encouraged to revisit this Privacy Policy from time to time in order to review any changes that have been made. Your continued access and use of the Site following the posting of any such changes shall automatically be deemed your acceptance of the same.

10. Questions or Concerns. If you have questions, comments, concerns or feedback regarding this Privacy Policy, send an e-mail to [mail@ryanlichtsangbipolarfoundation.org](mailto:mail@ryanlichtsangbipolarfoundation.org).

11. Governing Law; Arbitration. This Privacy Policy is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of, or relating to, this Privacy Policy shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Palm Beach County, Florida. You and we shall select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator as a retainer for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and us, and your and our respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or we be entitled to punitive, special, indirect or consequential damages, and both you and we hereby waive your rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

**12. Miscellaneous.** If any portion of this Privacy Policy is deemed unlawful, void or unenforceable by any arbitrator, this Privacy Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Privacy Policy that is unlawful, void or unenforceable shall be stricken from this Privacy Policy.

The headings contained in this Privacy Policy are for convenience of reference only, are not to be considered a part of this Privacy Policy, and shall not limit or otherwise affect in any way the meaning or interpretation of this Privacy Policy.

All covenants, agreements, representations and warranties made in this Privacy Policy, as may be amended by us from time to time, shall survive your acceptance of this Privacy Policy.

This Privacy Policy and the Terms of Use represent the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

**Last Updated: February 12, 2007**

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